

(When Filled In)

<b>PRECONTRACT APPROVAL RECORD (PART ONE)</b>	<b>CONTRACT NO.</b> <b>Hughes Aircraft</b>		<b>CONTROL NO.</b> <b>OXC-1162-67</b>	
	<b>CONTRACT NO.</b> <b>JM-1940</b>		<b>AMENDMENT NO.</b> <b>4</b>	
<p>THIS CONTRACT APPROVAL RECORD CONTAINS A RECOMMENDATION SUBMITTED FOR CONCURRENCE OF THE UNDERSIGNED. CONCURRENCE IN THIS PRECONTRACT APPROVAL RECORD IS RECOMMENDED BY THE CONTRACTING OFFICER. BY CONCURRENCE, THE CHIEF, BUDGET AND FINANCE BRANCH, SIGNIFIES THAT SUFFICIENT FUNDS ARE AVAILABLE (NOT INCLUDING CONTINGENT &amp; EXPOSURE) AND/OR HAVE BEEN ADJUSTED AS PROVIDED IN THIS DOCUMENT.</p>				
<b>TYPE OF CONTRACT</b>				
<input type="checkbox"/> L.I. <input type="checkbox"/> F.P. REDETERM <input type="checkbox"/> C P I F <input type="checkbox"/> TECH REP <input type="checkbox"/> DEFINITIZED <input type="checkbox"/> F P I P <input type="checkbox"/> T & M <input type="checkbox"/> FISCAL YEAR <input type="checkbox"/> F.P. <input checked="" type="checkbox"/> C P F F <input type="checkbox"/> CALL TYPE				
<b>FINANCIAL DATA</b>				
<b>CONTRACT VALUE</b> \$100,769.47		<b>PREVIOUS OBLIGATION - PRIOR FY</b> 101.430.00 NW <del>107,930.00</del>		<b>PREVIOUS OBLIGATION - CURRENT FY</b> \$ -0-
<b>OBLIGATION BY THIS DOCUMENT</b>				
<b>DESCRIPTION, PROGRAM OR LINE ITEM</b>		<b>FISCAL YEAR</b>	<b>PROJECT</b>	<b>AMOUNT</b>
OSI Allot No. 3154-1070-6000 (Decrease)		FY 63	OX CART	\$ (660.53)
TOTAL THIS OBLIGATION		\$ (660.53)		
<b>CONTINGENT UPON AVAILABILITY OF FUNDS</b>				
<b>EXPOSURE LIABILITY</b>				
<b>RATE</b>	<b>DATE</b>	<b>RATE</b>	<b>DATE</b>	
CPFF O/H RATES FIXED THRU		PRICING FORMULA FIXED THRU		
T&M RATES FIXED THRU		TECH REP RATES FIXED THRU		
<b>NEGOTIATOR APPROVAL</b>		<b>CD RECORDATION</b>		
SIGNED _____		DATE 9/26/67	SIGNED _____	DATE 9/26/25X1
<b>PRECONTRACT CONCURRENCES</b>				
<b>UNIT</b>	<b>TYPED NAME</b>	<b>SIGNATURE</b>	<b>DATE</b>	
CONTRACTING OFFICER		SIGNED _____	3	0025X17
BUDGET & FINANCE		SIGNED _____		9-27-67
GENERAL COUNSEL				2 Oct 67
TECHNICAL REPRESENTATIVE				
TECHNICAL REPRESENTATIVE				
<b>CONTRACT SIGNATURE (Contracting Officer)</b>		<b>DATE</b>	<b>DATE MAILED</b>	<b>DATE DISTRIBUTED</b>
SIGNED _____		10-3	3 OCT 1967	10-19-67

**SECRET****PRECONTRACT APPROVAL RECORD  
(PART TWO)**

CONTRACT

The services and equipment being procured by this Contract No. JM-1940 are in furtherance of the OXCAR Program(s), the nature of which cannot be publicly disclosed for security reasons. The Contracting Officer therefore determines that this procurement must be accomplished by negotiations pursuant to the authority of Section 3(a) of PL 81-110 and Class Determination and Finding, OXC 2122, signed by the DDCI on 15 October 1961.

Certification of funds for this contract will be handled under the procedure approved by the Director of Central Intelligence on 15 December 1956 which, in effect, results in all covert expenses involving issuance of Treasury Checks being accumulated in a separate account within the Finance Division. The amounts in this account will be periodically scheduled for certification of the vouchers by the Director. This procedure eliminates the necessity for a separate certification of authority under Section 8(b) of Public Law 110, 81st Congress (formerly 10(b) - see 85-507 dated 7/7/58) for each contract.

The following comments describe the procurement hereby effected, the terms and provisions generally of this contract/amendment, and a resume of major issues negotiated:

Contract No. JM-1940 provided for the procurement of a vulnerability study on the A-12 Aircraft. Project Monitor  by Memo dated 26 March 1964 indicates performance complete at that time.

25X1  
25X1

Final audit of the contract has been completed and audit closing statement submitted to CMD recommending acceptance of total costs claimed in the amount of \$93,708.47 exclusive of fee in the amount of \$7,061.00. A cost underrun in the amount of \$660.53 was experienced, which sum is liquidated by the final closing amendment. No government property is involved.

Accordingly the following documents are attached hereto in connection with this final settlement.

Audit Report OSA-2755-67  
Contractor's Certificate of Patent Compliance (Negative)  
Contractor's Certificate of Government Property (Negative)  
Contractor's Certificate of Completion  
Contractor's Release  
Contractor's Assignment of Refunds, Rebates, Credits, and Other Amounts.



IN REPLY REFER TO

**DEFENSE CONTRACT AUDIT AGENCY**

CAMERON STATION  
ALEXANDRIA, VIRGINIA 22314

OSA-2755-67  
A67-63-247

REPLY TO:  
Audit Liaison Office  
P.O. Box 8155  
S.W. Station  
Washington, D.C. 20024

21 July 1967

SUBJECT: Contract Audit Closing Statement  
Hughes Aircraft Company  
Space Systems Division  
El Segundo, California  
Contract JM-1940

TO: Contracting Officer

1. This contract dated March 18, 1963, provided for engineering, analytical, and computing services on mission success studies. Work commenced in April, 1963 and was completed in March, 1964.

2. We have examined the contractor's accounting records and financial operating procedures for the purpose of determining whether the amounts claimed for reimbursement by the contractor on invoices submitted, constitute allowable costs under the terms of the contract. The examination was performed in accordance with generally accepted auditing standards and accordingly included such tests of the accounting records and such other auditing procedures as were considered necessary in the circumstances.

3. Based upon our examination, the following represents the results of our review:

Current Contract Estimated Cost	<u>\$94,369.00</u>
Cost Claimed and Recommended for Allowance by Auditor	<u>\$93,708.47</u>

4. The total fixed fee payable to the contractor as determined in accordance with the provision of the contract is \$7,061.00.

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5. There are no known unclaimed wages, unclaimed deposits, unpresented checks, or potential credits and credits under the contract.

6. There is no known Government property remaining under the contract.



DCAA Representative - APL

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Contract: JM-1940

Date: 17 August 1967

CERTIFICATE OF PATENT COMPLIANCE AND ROYALTIES

In support of the claim of the HUGHES AIRCRAFT COMPANY for fee withheld on information and belief, I hereby certify that:

- (1) no invention or discovery was conceived or first actually reduced to practice in the performance of this contract;
- (2) the Contractor paid no royalties directly to others in connection with the performance of this contract.

HUGHES AIRCRAFT COMPANY



Manager, Administration

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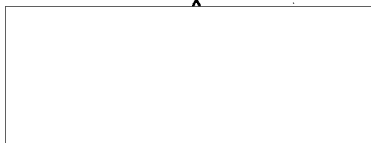
Contract: JM-1940

Date: 17 August 1967

CERTIFICATE ON GOVERNMENT PROPERTY

To the best of my knowledge and belief, I hereby certify that no property was furnished by the Government or acquired by the Contractor for the account of the Government in the performance of the work under subject contract.

HUGHES AIRCRAFT COMPANY



Manager, Administration

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Contract: JM-1940

Date: 17 August 1967

CERTIFICATE OF COMPLETION

In support of the claim of HUGHES AIRCRAFT COMPANY for fee withheld under provisions of the above noted Contract, I hereby certify that:

- (1) all articles and services required have been successfully completed, delivered to and formally accepted by the Government;
- (2) all contractual changes initiated during the performance of the Contract have been embodied in formal contractual instruments;
- (3) all reductions in fixed fee (if any) to which the Government is entitled have been effected by change order or supplemental agreement.

HUGHES AIRCRAFT COMPANY

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Manager, Administration

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CONTRACTOR'S RELEASE

Contract No. JM-1940

Pursuant to the terms of Contract No. JM-1940 and in consideration of the sum of One Hundred Thousand Seven Hundred Sixty-Nine  
Dollars and Forty-Seven Cents (\$100,769.47)

which has been or is to be paid under the said Contract to Hughes Aircraft Company, Culver City, California (hereinafter called the Contractor) or its assignees, if any, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government), does remise, release and discharge the Government, its officers, agents and employees, of and from all liabilities, obligations, claims and demands whatsoever under or arising from the said Contract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:
2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said Contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer within the period specified in the said Contract.
3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said Contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said Contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this 12th day of September 1967.

HUGHES AIRCRAFT COMPANY  
(Contractor)

By: 

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CERTIFICATE

Contract No. JM-1940

I,                     , certify that I am the Assistant  
Secretary of the corporation named as Contractor  
in the foregoing assignment; that                       
who signed said assignment on behalf of the Contractor was then  
Vice President and Controller of said Corporation, that said  
assignment was duly signed for and in behalf of said Corporation  
by authority of its governing body and is within the scope of its  
corporate powers.

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Corporate Seal



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CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES,  
CREDITS, AND OTHER AMOUNTS

Contract No: JM-1940

Pursuant to the terms of Contract No. JM-1940 and in consideration of the reimbursement of costs and payment of fee, as provided in the said Contract and any assignment thereunder, the Hughes Aircraft Company, Culver City, California (hereinafter called the Contractor) does hereby:

1. Assign, transfer, set over and release to the UNITED STATES OF AMERICA (hereinafter called the Government) all right, title, and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of the said Contract, together with all the rights of action accrued or which may hereafter accrue thereunder (except those for refunds or rebates of, or credits for, taxes paid to the State of California or any political subdivision thereof).
2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits, or other amounts (including any interest thereon) due or which may become due, and to promptly forward to the Contracting Officer checks (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said Contract, and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.
3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial, or other proceeding, arising out of such claim or suit.
4. In the event the Contractor obtains or receives any refund or rebate of, or credit for, taxes paid to the State of California, or any other political subdivision thereof, in connection with the performance of this Contract, and for which the Contractor was paid or reimbursed by the Government, the Contractor agrees to pay over to the Government an amount equal to such refund or credit (including interest paid or credited to the Contractor incident to such refund or credit to the extent that such interest was earned after the Contractor was paid or reimbursed by the Government for such taxes). In the event the Contractor receives any benefit in lieu of or in addition to such a refund or credit, the Contractor agrees to pay over to the Government an amount equal to such benefits.

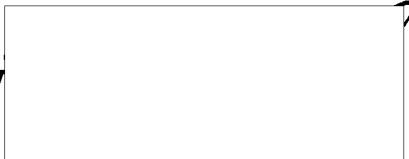
CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES,  
CREDITS, AND OTHER AMOUNTS

Page 2 of 2  
Contract No. JM-1940

IN WITNESS WHEREOF, this assignment has been executed this 12th day  
of September 1967.

HUGHES AIRCRAFT COMPANY  
(Contractor)

By



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CERTIFICATE

Contract No. JM-1940

I,                     , certify that I am the Assistant  
Secretary of the corporation named as Contractor  
in the foregoing assignment; that                       
who signed said assignment on behalf of the Contractor was then  
Vice President and Controller of said Corporation, that said  
assignment was duly signed for and in behalf of said Corporation  
by authority of its governing body and is within the scope of its  
corporate powers.

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Corporate Seal

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